

IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

STEVE SIEBOLD,
Plaintiff,

v.

WENDY KELLER and KELLER
MEDIA, INC.,
Defendants.

C.A. No. CV 19-1173-GW-JPRx

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

1 Plaintiff Steve Siebold (“Plaintiff”) on the one hand, and Defendants Wendy
2 Keller and Keller Media, Inc. (collectively, “Defendants”) on the other (each a “Party,”
3 and collectively, the “Parties”), having consented to this judgment and the terms of the
4 permanent injunction set forth below, this Court hereby finds as follows:

- 5 1. This Complaint arises under the laws of the United States, specifically the
6 copyright laws of the United States, 17 U.S.C. §101, *et seq.* This Court has
7 subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a) because this
8 suit involves a federal question and arises under the laws of the United
9 States.
- 10 2. That venue is proper in this District under 28 U.S.C. § 1391. Defendants
11 reside in this District, and a substantial part of the events or omissions giving
12 rise to the Action occurred in this District; Defendants conducted business in
13 California and in this District and the willful infringement of Plaintiff’s
14 intellectual property rights, including offering Plaintiff’s Copyrights for sale,
15 reproduction, display and performance, occurred in this District.
- 16 3. Plaintiff is, among other things, an author and motivational speaker,
17 promoting his unique content to sales and management teams.
- 18 4. Plaintiff owns the intellectual property rights in his original content
19 including, but not limited to, U.S. Copyright Registrations for *177 Mental*
20 *Toughness Secrets of the World Class* (Registration #Txu001181965); *How*
21 *Rich People Think* (Registration #Tx0008647869); and *Die Fat or Get Tough*
22 (Registration #Tx0008647867) (collectively, “Plaintiff’s Copyrights”).
- 23 5. Plaintiff filed this action against Defendants alleging, *inter alia*, that without
24 authorization or permission from Plaintiff, Defendants entered into at least
25 five different agreements including the Book 21 Contract (attached as Exhibit
26 E to the Complaint), the 2012 Sunmark Contract (attached as Exhibit F to the
27 Complaint), the 2013 Embassy Contract (attached as Exhibit G to the
28 Complaint), The 2016 Sunmark Renewal Contract (attached as Exhibit H to

1 the Complaint) and the 2018 Embassy Contract (attached as Exhibit I to the
2 Complaint) (collectively, the “Unauthorized Contracts”) to publish,
3 reproduce, display and/or perform Plaintiff’s Copyrights, even signing
4 Plaintiff’s name without his authorization or permission to do so.

5 6. Plaintiff has no adequate remedy at law and the alleged harm to Plaintiff and
6 the public outweighs any legitimate interest of Defendants.

7 7. Defendants, on the one hand, and Plaintiff, on the other, desire to avoid the
8 cost and expense of trial and to resolve the referenced disputes in a business-
9 like fashion, but intend that the Court retain continuing jurisdiction in the
10 event of a breach of a separate settlement agreement between Defendants and
11 Plaintiff relating to this case (the “Settlement Agreement”) or this Consent
12 Judgment and Permanent Injunction, or other need for judicial intervention.

13 In Accordance with the Settlement Agreement, the parties hereto stipulate
14 and agree to this consent judgment and to the entry of a permanent injunction
15 against Defendants in the form set forth below.

16 It is hereby ORDERED, ADJUDGED and DECREED that:

17 1. Plaintiff’s Copyrights are Valid and Enforceable. Plaintiff’s Copyrights
18 are valid and enforceable.

19 2. Permanent Injunction Against Defendants. Defendants, and all of their
20 agents, employees, representatives, customers, successors, assigns,
21 attorneys, and all other persons acting for, with, by, through or under the
22 authority of Defendants or each of them are permanently enjoined and
23 restrained from directly or indirectly infringing Plaintiff’s Copyrights in
24 any manner by:

- 25 a. promoting, selling, offering to sell, using, displaying, performing,
26 advertising, distributing, licensing, registering, transferring, or
27 assigning, including on or in connection with any products,
28 services, promotional items, or web sites, Plaintiff’s Copyrights;

- 1 b. reproducing, distributing, displaying, selling or offering for sale any
2 products that copy protected elements of Plaintiff's Copyrights or
3 substantially similar variations thereof;
4 c. engaging in any acts of federal copyright infringement that would
5 damage Plaintiff, including purporting to represent Plaintiff in any
6 way in connection with any publishing contracts, executing
7 Plaintiff's name to any publishing contract or otherwise selling or
8 transferring in any way any rights, title or interest to Plaintiff's
9 Copyrights.

10 3. Contracts Deemed Unauthorized. The Unauthorized Contracts are
11 invalid and unenforceable as to Plaintiff; Plaintiff did not execute or enter
12 into the Unauthorized Contracts nor did Plaintiff provide any authority for
13 Defendants to execute the Unauthorized Contracts on Plaintiff's behalf;
14 accordingly declaratory judgment is granted as to the Ninth Cause of
15 Action in the Complaint.

16 4. Payment of Settlement Sum. Defendants shall pay Plaintiff the agreed
17 upon sum on the date set forth in the Settlement Agreement.

18 5. Service. Service may be made upon the Parties by registered mail or
19 overnight delivery service addressed as follows:

20 To Defendants: Wendy Keller,
21 1180 Cobblehill Court,
22 Hoffman Estates, IL 60169
23 To Plaintiff: Steve Siebold
24 Siebold Success Network
25 395 E. Main St.
26 Buford, GA 30518

27 A copy of this Consent Judgment and Permanent Injunction shall be
28 deemed sufficient notice under Fed. R. Civ. P. 65.

